

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JOANNA ARDALAN, ESQ, an  
individual; ONE LLP, a California  
Limited Liability Partnership,

Plaintiff,

v.

BINOTECH LLC,; KAREN  
MUMMERT; MICHAEL MUMMERT;  
ABDULLAH LIMITED COMPANY,  
CODERS CUBE LLC, HIK TECH  
LLC, DATA PATCH, INC., DOE 1,  
d.b.a LAW INTEGRAL, LLC, business  
entity unknown; DOE 2, d.b.a DEPUTY  
TRADEMARK. business entity  
unknown; DOE 3, p.k.a MICHELLE  
SPRAGUE, an individual; DOE 4, d.b.a  
TRADEMARK INTEGRAL, business  
entity unknown; DOE 5, d.b.a  
BRANDREGISTRATION.ORG,  
business entity unknown; and DOES 6  
through 10, inclusive,

Defendants.

Case No. 8:23-cv-01243-KK-(DFMx)  
Hon. Kenly Kiya Kato

**STIPULATED PROTECTIVE  
ORDER**

**I. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

**II. GOOD CAUSE STATEMENT**

A. This action is likely to involve third party confidential information, trade secrets, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep

1 confidential, to ensure that the parties are permitted reasonable necessary uses of  
2 such material in preparation for and in the conduct of trial, to address their handling  
3 at the end of the litigation, and serve the ends of justice, a protective order for such  
4 information is justified in this matter. It is the intent of the parties that information  
5 will not be designated as confidential for tactical reasons and that nothing be so  
6 designated without a good faith belief that it has been maintained in a confidential,  
7 non-public manner, and there is good cause why it should not be part of the public  
8 record of this case.

9 **III. DEFINITIONS**

10 A. Action: This pending federal law suit

11 B. Challenging Party: A Party or Non-Party that challenges the  
12 designation of information or items under this Order.

13 C. “CONFIDENTIAL” Information or Items: Information (regardless of  
14 how it is generated, stored or maintained) or tangible things that qualify for  
15 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
16 the Good Cause Statement.

17 D. Counsel: Outside Counsel of Record and House Counsel (as well as  
18 their support staff).

19 E. Designating Party: A Party or Non-Party that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 “CONFIDENTIAL.”

22 F. Disclosure or Discovery Material: All items or information, regardless  
23 of the medium or manner in which it is generated, stored, or maintained (including,  
24 among other things, testimony, transcripts, and tangible things), that are produced or  
25 generated in disclosures or responses to discovery in this matter.

26 G. Expert: A person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
28 an expert witness or as a consultant in this Action.

1 H. House Counsel: Attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4 I. Non-Party: Any natural person, partnership, corporation, association,  
5 or other legal entity not named as a Party to this action.

6 J. Outside Counsel of Record: Attorneys who are not employees of a  
7 party to this Action but are retained to represent or advise a party to this Action and  
8 have appeared in this Action on behalf of that party or are affiliated with a law firm  
9 which has appeared on behalf of that party, and includes support staff.

10 K. Party: Any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13 L. Producing Party: A Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15 M. Professional Vendors: Persons or entities that provide litigation  
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19 N. Protected Material: Any Disclosure or Discovery Material that is  
20 designated as "CONFIDENTIAL."

21 O. Receiving Party: A Party that receives Disclosure or Discovery  
22 Material from a Producing Party.

23 **IV. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or  
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
27 compilations of Protected Material; and (3) any testimony, conversations, or  
28 presentations by Parties or their Counsel that might reveal Protected Material.

1 B. Any use of Protected Material at trial shall be governed by the  
2 orders of the trial judge. This Order does not govern the use of Protected  
3 Material at trial.

4 **V. DURATION**

5 Even after final disposition of this litigation, the confidentiality  
6 obligations imposed by this Order shall remain in effect until a Designating Party  
7 agrees otherwise in writing or a court order otherwise directs. Final disposition shall  
8 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
9 with or without prejudice; and (2) final judgment herein after the completion and  
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
11 including the time limits for filing any motions or applications for extension of time  
12 pursuant to applicable law.

13 **VI. DESIGNATING PROTECTED MATERIAL**

14 A. Exercise of Restraint and Care in Designating Material for Protection

15 1. Each Party or Non-Party that designates information or items for  
16 protection under this Order must take care to limit any such designation to specific  
17 material that qualifies under the appropriate standards. The Designating Party must  
18 designate for protection only those parts of material, documents, items, or oral or  
19 written communications that qualify so that other portions of the material,  
20 documents, items, or communications for which protection is not warranted are not  
21 swept unjustifiably within the ambit of this Order.

22 2. Mass, indiscriminate, or routinized designations are prohibited.  
23 Designations that are shown to be clearly unjustified or that have been made for an  
24 improper purpose (e.g., to unnecessarily encumber the case development process or  
25 to impose unnecessary expenses and burdens on other parties) may expose the  
26 Designating Party to sanctions.

27 3. If it comes to a Designating Party's attention that information or items  
28 that it designated for protection do not qualify for protection, that Designating Party

1 must promptly notify all other Parties that it is withdrawing the inapplicable  
2 designation.

3 B. Manner and Timing of Designations

4 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)  
5 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
6 qualifies for protection under this Order must be clearly so designated before the  
7 material is disclosed or produced.

8 2. Designation in conformity with this Order requires the following:

9 a. For information in documentary form (*e.g.*, paper or electronic  
10 documents, but excluding transcripts of depositions or other pretrial or trial  
11 proceedings), that the Producing Party affix at a minimum, the legend  
12 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
13 contains protected material. If only a portion or portions of the material on a page  
14 qualifies for protection, the Producing Party also must clearly identify the protected  
15 portion(s) (*e.g.*, by making appropriate markings in the margins).

16 b. A Party or Non-Party that makes original documents available for  
17 inspection need not designate them for protection until after the inspecting Party has  
18 indicated which documents it would like copied and produced. During the  
19 inspection and before the designation, all of the material made available for  
20 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
21 identified the documents it wants copied and produced, the Producing Party must  
22 determine which documents, or portions thereof, qualify for protection under this  
23 Order. Then, before producing the specified documents, the Producing Party must  
24 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
25 If only a portion or portions of the material on a page qualifies for protection, the  
26 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making  
27 appropriate markings in the margins).

28 c. For testimony given in depositions, that the Designating Party identify

1 the Disclosure or Discovery Material on the record, before the close of the  
2 deposition all protected testimony.

3 d. For information produced in form other than document and for any  
4 other tangible items, that the Producing Party affix in a prominent place on the  
5 exterior of the container or containers in which the information is stored the legend  
6 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
7 protection, the Producing Party, to the extent practicable, shall identify the protected  
8 portion(s).

9 C. Inadvertent Failure to Designate

10 If timely corrected, an inadvertent failure to designate qualified  
11 information or items does not, standing alone, waive the Designating Party’s right to  
12 secure protection under this Order for such material. Upon timely correction of a  
13 designation, the Receiving Party must make reasonable efforts to assure that the  
14 material is treated in accordance with the provisions of this Order.

15 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 A. Timing of Challenges

17 Any party or Non-Party may challenge a designation of confidentiality  
18 at any time that is consistent with the Court’s Scheduling Order.

19 B. Meet and Confer

20 The Challenging Party shall initiate the dispute resolution process  
21 under Local Rule 37.1 et seq.

22 C. The burden of persuasion in any such challenge proceeding shall be on  
23 the Designating Party. Frivolous challenges, and those made for an improper  
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
25 parties) may expose the Challenging Party to sanctions. Unless the Designating  
26 Party has waived or withdrawn the confidentiality designation, all parties shall  
27 continue to afford the material in question the level of protection to which it is  
28 entitled under the Producing Party’s designation until the Court rules on the



1 challenge.

2 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

3 A. Basic Principles

4 1. A Receiving Party may use Protected Material that is disclosed or  
5 produced by another Party or by a Non-Party in connection with this Action only for  
6 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
7 may be disclosed only to the categories of persons and under the conditions  
8 described in this Order. When the Action has been terminated, a Receiving Party  
9 must comply with the provisions of Section XIV below.

10 2. Protected Material must be stored and maintained by a Receiving Party  
11 at a location and in a secure manner that ensures that access is limited to the persons  
12 authorized under this Order.

13 B. Disclosure of “CONFIDENTIAL” Information or Items

14 Unless otherwise ordered by the Court or permitted in writing by the  
15 Designating Party, a Receiving Party may disclose any information or item  
16 designated “CONFIDENTIAL” only to:

17 a. The Receiving Party’s Outside Counsel of Record in this Action, as  
18 well as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20 b. The officers, directors, and employees (including House Counsel) of  
21 the Receiving Party to whom disclosure is reasonably necessary for this Action;

22 c. Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action and who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 d. The Court and its personnel;

26 e. Court reporters and their staff;

27 f. Professional jury or trial consultants, mock jurors, and Professional

28 Vendors to whom disclosure is reasonably necessary for this Action and who have



1 signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A  
2 hereto;

3 g. The author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information;

5 h. During their depositions, witnesses, and attorneys for witnesses, in the  
6 Action to whom disclosure is reasonably necessary provided: (i) the deposing party  
7 requests that the witness sign the “Acknowledgment and Agreement to Be Bound;”  
8 and (ii) they will not be permitted to keep any confidential information unless they  
9 sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed  
10 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
11 testimony or exhibits to depositions that reveal Protected Material may be separately  
12 bound by the court reporter and may not be disclosed to anyone except as permitted  
13 under this Stipulated Protective Order; and

14 i. Any mediator or settlement officer, and their supporting personnel,  
15 mutually agreed upon by any of the parties engaged in settlement discussions.

16 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
17 **PRODUCED IN OTHER LITIGATION**

18 A. If a Party is served with a subpoena or a court order issued in other  
19 litigation that compels disclosure of any information or items designated in this  
20 Action as “CONFIDENTIAL,” that Party must:

21 1. Promptly notify in writing the Designating Party. Such notification  
22 shall include a copy of the subpoena or court order;

23 2. Promptly notify in writing the party who caused the subpoena or order  
24 to issue in the other litigation that some or all of the material covered by the  
25 subpoena or order is subject to this Protective Order. Such notification shall include  
26 a copy of this Stipulated Protective Order; and

27 3. Cooperate with respect to all reasonable procedures sought to be  
28 pursued by the Designating Party whose Protected Material may be affected.

1 B. If the Designating Party timely seeks a protective order, the Party  
2 served with the subpoena or court order shall not produce any information  
3 designated in this action as “CONFIDENTIAL” before a determination by the Court  
4 from which the subpoena or order issued, unless the Party has obtained the  
5 Designating Party’s permission. The Designating Party shall bear the burden and  
6 expense of seeking protection in that court of its confidential material and nothing in  
7 these provisions should be construed as authorizing or encouraging a Receiving  
8 Party in this Action to disobey a lawful directive from another court.

9 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
10 **PRODUCED IN THIS LITIGATION**

11 A. The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16 B. In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party shall:

20 1. Promptly notify in writing the Requesting Party and the Non-Party that  
21 some or all of the information requested is subject to a confidentiality agreement  
22 with a Non-Party;

23 2. Promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
25 specific description of the information requested; and

26 3. Make the information requested available for inspection by the Non-  
27 Party, if requested.

28 C. If the Non-Party fails to seek a protective order from this court within

1 14 days of receiving the notice and accompanying information, the Receiving Party  
2 may produce the Non-Party's confidential information responsive to the discovery  
3 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
4 not produce any information in its possession or control that is subject to the  
5 confidentiality agreement with the Non-Party before a determination by the court.  
6 Absent a court order to the contrary, the Non-Party shall bear the burden and  
7 expense of seeking protection in this court of its Protected Material.

8 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
9 **MATERIAL**

10 A. If a Receiving Party learns that, by inadvertence or otherwise, it has  
11 disclosed Protected Material to any person or in any circumstance not authorized  
12 under this Stipulated Protective Order, the Receiving Party must immediately (1)  
13 notify in writing the Designating Party of the unauthorized disclosures, (2) use its  
14 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform  
15 the person or persons to whom unauthorized disclosures were made of all the terms  
16 of this Order, and (4) request such person or persons to execute the  
17 "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit  
18 A.

19 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
20 **OTHERWISE PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other protection,  
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
25 procedure may be established in an e-discovery order that provides for production  
26 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
27 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
28 communication or information covered by the attorney-client privilege or work

1 product protection, the parties may incorporate their agreement in the Stipulated  
2 Protective Order submitted to the Court.

3 **XIII. MISCELLANEOUS**

4 A. Right to Further Relief

5 Nothing in this Order abridges the right of any person to seek its  
6 modification by the Court in the future.

7 B. Right to Assert Other Objections

8 By stipulating to the entry of this Protective Order, no Party waives any  
9 right it otherwise would have to object to disclosing or producing any information or  
10 item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
11 Party waives any right to object on any ground to use in evidence of any of the  
12 material covered by this Protective Order.

13 C. Filing Protected Material

14 A Party that seeks to file under seal any Protected Material must  
15 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal  
16 pursuant to a court order authorizing the sealing of the specific Protected Material at  
17 issue. If a Party's request to file Protected Material under seal is denied by the  
18 Court, then the Receiving Party may file the information in the public record unless  
19 otherwise instructed by the Court.

20 **XIV. FINAL DISPOSITION**

21 A. After the final disposition of this Action, as defined in Section V,  
22 within sixty (60) days of a written request by the Designating Party, each Receiving  
23 Party must return all Protected Material to the Producing Party or destroy such  
24 material. As used in this subdivision, "all Protected Material" includes all copies,  
25 abstracts, compilations, summaries, and any other format reproducing or capturing  
26 any of the Protected Material. Whether the Protected Material is returned or  
27 destroyed, the Receiving Party must submit a written certification to the Producing  
28 Party (and, if not the same person or entity, to the Designating Party) by the 60 day

1 deadline that (1) identifies (by category, where appropriate) all the Protected  
2 Material that was returned or destroyed and (2) affirms that the Receiving Party has  
3 not retained any copies, abstracts, compilations, summaries or any other format  
4 reproducing or capturing any of the Protected Material. Notwithstanding this  
5 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
6 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
7 deposition and trial exhibits, expert reports, attorney work product, and consultant  
8 and expert work product, even if such materials contain Protected Material. Any  
9 such archival copies that contain or constitute Protected Material remain subject to  
10 this Protective Order as set forth in Section V.

11 B. Any violation of this Order may be punished by any and all appropriate  
12 measures including, without limitation, contempt proceedings and/or monetary  
13 sanctions.

14 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

15 04/24/25 ONE LLP  
16 Dated: \_\_\_\_\_ /s/Joanna Ardalan

17 Joanna Ardalan  
18 Peter R. Afrasiabi

19 *Attorneys for Plaintiffs,*  
20 Joanna Ardalan, Esq. and One LLP

21 FLYER & FLYER, PROFESSIONAL  
22 LAW CORPORATION

23 4/19/2025 /s/ David R. Flyer  
24 Dated: \_\_\_\_\_

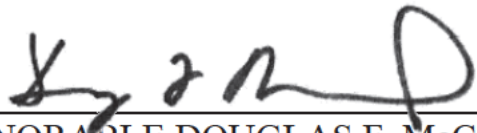
25 David R. Flyer  
26 Raquel F. Dachner  
27 Attorneys for Defendant  
28 BINOTECH, LLC  
HIK TECH, LLC  
ABDULLAH LIMITED CO.

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2

3 Dated: April 28, 2025

4

  
HONORABLE DOUGLAS F. McCORMICK  
United States Magistrate Judge

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issue by the United States District Court for the Central District of  
California on [DATE] in the case of \_\_\_\_\_ [insert formal name  
of the case and the number and initials assigned to it by the Court]. I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order and  
I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms of  
this Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or type  
full name] of \_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_



**SIGNATURE ATTESTATION PURSUANT TO L.R. 5-4.3.4(a)(2)(i)**

Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that the other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized this filing.

Dated: April 24, 2025

**ONE LLP**

By: /s/ Joanna Ardalan  
Joanna Ardalan